



Licence Agreement

This Licence Agreement is between Z Software Pty Limited ABN 56 137 560 260 (**Z Software**) and the purchaser of the subscription to the Software specified in the Order (**Customer**).

1 Software

1.1 Licence. Z Software grants Customer a non-exclusive, non-transferable licence to use the Software as installed within the agreed Environment for the internal business purposes of the single pharmacy site specified in the Order during the paid Licence Term, subject to and in accordance with the terms of the Agreement.

1.2 On-boarding. To enable Customer to use the Software, Z Software will:

- (a) install the Software within the agreed Environment; and
- (b) reformat and migrate data in Customer's existing databases into those of the Software.

If these on-boarding activities will require Z Software to incur material resource or other costs, Z Software will provide Customer with a SOW detailing the necessary Professional Services and Fees before commencing those activities. Customer's execution of any installation authorisation or data cleansing authorisation forms constitutes Customer's irrevocable and unconditional acceptance that these on-boarding activities have been properly authorised, performed and accepted by Customer in full.

1.3 Licence Restrictions. Customer must ensure that:

- (a) neither Customer nor any End User installs, hosts, accesses, uses, or otherwise exploits the Software, except as permitted under clause 1.1;
- (b) neither Customer nor any End User reverse engineers, decompiles or disassembles the Software, views or gains access to the source code to the Software, or uses the Software to provide any product or service that is an alternative, substitute or competitor to the Software;
- (c) neither Customer nor any End User copies, develops any modification, enhancement, derivative work or other development of the Software or incorporates any Customer, End User or Third Party Materials into the Software (except as permitted under clause 1.1);
- (d) neither Customer nor any End User uploads, distributes or displays through, the Software any material that is unlawful, harmful, malicious, threatening, defamatory, obscene, infringing, offensive, sexually explicit, violent or discriminatory;
- (e) neither Customer nor any End User removes any product identification, proprietary, trade mark, copyright or other notices applied to or contained in the Software (unless approved by Z Software in writing);
- (f) no person other than Customer, and its authorised End Users, accesses or uses the Software; and
- (g) it promptly notifies Z Software in writing if Customer wishes to permit a person other than Customer, or its authorised End Users, to access and use the Software.

1.4 Support Services. Z Software must provide Support Services for the Software for the duration of the Licence Term. Customer must provide all information and assistance reasonably required by Z Software to perform the Support Services. To avoid any doubt, the Support Services do not include support for the Environment, hardware, Customer Materials or Third Party Materials (unless agreed as Professional Services under a SOW).

1.5 Professional Services. Customer may need to purchase Professional Services to install and access the full functionality of the Software. If Customer wishes to purchase Professional Services, the parties must agree a SOW. Once executed by both parties, a SOW forms part of the Agreement.

2 Customer responsibilities

2.1 Usage responsibilities. Customer uses the Software at its own risk and is solely responsible for:

- (a) obtaining and maintaining the Environment (including all compute and storage costs), Customer Materials, Third Party Materials and all hardware, software, services and network connectivity necessary to use the Software;
- (b) ensuring that the Software is installed, hosted, accessed and used strictly in accordance with the Agreement. Customer is responsible for each act and omission of an End User in connection with the Agreement as though it were an act or omission of Customer;
- (c) making its own professional judgements and ensuring that the information displayed or otherwise produced by the Software is only used by an End User who is qualified and trained in using and interpreting such information;
- (d) ensuring that Customer's and each End User's use of the Software, and all Customer Materials and data uploaded, distributed or displayed through the Software, complies with all applicable laws, regulations and contractual obligations;

- (e) obtaining all consents, licences and approvals, and making all notifications, necessary to lawfully Process all Customer Materials and data (including that protected by Intellectual Property Rights, confidentiality, or privacy) uploaded, distributed or displayed through the Software and all output of the Software;
- (f) implementing all steps and controls necessary to secure the Environment, Software and data uploaded or distributed through the Software to the standards required under applicable laws, regulations and contractual obligations including utilising and maintaining suitable antivirus programs, firewalls and similar security measures;
- (g) downloading, installing and using the current version of the Software made available by Z Software at all times and taking all reasonable measures to protect the security, confidentiality and integrity of the Software; and
- (h) all use of, and reliance upon, the Software by Customer and each End User.

2.2 Third Party Material. The Software may include, integrate with, interoperate with, or link through to, Third Party Material. Customer acknowledges and agrees that:

- (a) Z Software has no control over, and is not responsible for, any Third Party Material;
- (b) Third Party Material is provided directly to Customer by the relevant Third Party Material provider, does not form part of the Software and is not governed by the Agreement;
- (c) Customer is solely responsible for entering into, and complying with, its own agreement with each Third Party Material provider necessary for Customer's proposed use of the Software;
- (d) Customer is solely responsible for integrating the Third Party Materials it opts to use with the Software in accordance with the application programming interface specifications provided by Z Software and for conducting end-to-end systems integration and user acceptance testing to ensure the Software and integrated Third Party Materials perform in accordance with Customer's requirements (unless agreed otherwise pursuant to a Professional Services SOW);
- (e) Customer uses all Third Party Material at its own risk and that (as between Customer and Z Software) Customer is solely responsible for all costs, Claims and Losses relating to Third Party Material; and
- (f) Third Party Material is subject to change, suspension, termination or discontinuation at any time and without notice by the Third Party Material provider (and that this may cause the Software to cease to be compatible).

2.3 No medical advice. Neither the Software nor any material (including Third Party Material) accessible through the Software constitutes medical or health advice and is no substitute for the professional knowledge or judgement of Customer or its End Users. Customer acknowledges and agrees that:

- (a) any material made available through the Software is general in nature;
- (b) it is responsible for exercising its own professional knowledge and judgement in using the Software and material accessible through it; and
- (c) material accessible through the Software may contain statements that differ from those in the "full disclosure" information labelling approved or required by the Therapeutic Goods Administration (**TGA**) and that TGA approved full disclosure information can differ from brand to brand for the same generic drug product.

3 Fees, invoicing and payment

3.1 Fees. The Fees are payable in consideration of Z Software's supply of the Software, Support Services and any Professional Services. Z Software may increase the Fees:

- (a) under an Order on the anniversary date of the Order (or as otherwise set out in the Order); and
- (b) at any other time, provided that the increased Fees will only apply to Orders entered into after the date of the increases.

3.2 Invoicing and payment. Z Software must issue invoices for the Fees to Customer at the times specified in the Order or applicable SOW. Customer must pay all Fees invoiced by Z Software, without any set-off or deduction and in immediately available funds, by the method and within the period specified in the Order or SOW. All Fees invoiced by Z Software are non-cancellable and non-refundable.

3.3 Late Payment. If Customer fails to pay any Fees (that are not disputed in good faith) by the due date for payment, Z Software may:

- (a) suspend the licence of the Software and the provision of Support Services and any Professional Services from the due date for payment until the date that payment is made by Customer; and
- (b) charge a reasonable late or failed payment fee in addition to the overdue Fees.

3.4 Verification. Z Software may on 14 days' notice conduct an audit of Customer's use of the Software and compliance with the Agreement from time to time during the Licence Term. Customer must provide all access to the Environment, End Users, records, premises and personnel reasonably requested by Z Software in connection with any such audit. Z Software must bear the costs of any such audit unless the audit reveals that Customer has used, or permitted the use of, the Software in breach of the Agreement (including use in excess of any limitations set out in the Order), in which case, Customer must immediately:

- (a) pay to Z Software all additional Fees payable in respect of any excess use (at Z Software's then current list prices) in addition to Z Software's reasonable audit costs; and
- (b) take all other steps required to remedy the breach of the Agreement and prevent its recurrence at its own cost.

3.5 Taxes. The Fees are exclusive of all taxes, levies, withholdings, duties and other amounts imposed by taxing authorities. Where a supply is a taxable supply, all amounts payable must be increased by the amount of GST and other applicable taxes payable in relation to the supply. All such taxes must be paid at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply).

4 Z Software IP

4.1 Ownership. All Intellectual Property Rights in and to the Software and output of the Support Services and Professional Services, including those in any copy, modification, enhancement, configuration, derivative work or other development of the Software developed by or on behalf of Customer and End Users, vests or remain vested in Z Software or its licensors. If any such Intellectual Property Right vests in Customer or End Users, Customer hereby assigns, and must procure that each End User assigns, that Intellectual Property Right to Z Software with immediate effect. Customer must take all further steps (including execution of documents) necessary to give effect to this clause.

4.2 No other rights. Neither Customer nor any End User receives any right, title or interest in or to the Software other than the licence expressly granted to Customer under clause 1.1.

4.3 Notice of infringement. Customer must immediately notify Z Software in writing upon becoming aware of any:

- (a) infringement or unauthorised use of the Software by any person, including any End User; or
- (b) Claim by any person that use of the Software by Customer or any End User infringes that person's Intellectual Property Rights.

4.4 Remedial action. If the Software is the subject of an IP Claim, Z Software may (at its cost and option) either:

- (a) procure the right for Customer to continue using the Software;
- (b) modify the Software such that it no longer infringes the relevant Intellectual Property Rights; or
- (c) terminate the Agreement and provide Customer with a pro-rata refund of any Fees paid in advance for use of the Software after the effective date of termination.

5 Customer Material

5.1 Ownership. All rights, title and interests in Customer Material remains vested in Customer or its licensors.

5.2 Licence. Customer:

- (a) grants Z Software and its Personnel the right to Process Customer Material (including any Personal Data); and
- (b) warrants that it has obtained all consents, licences and approvals and given all notifications necessary to enable Z Software and its Personnel to Process Customer Material,

in each case, to the extent necessary to perform the Professional Services, Support Services and as otherwise contemplated by the Agreement.

5.3 Privacy. Each party must comply with all Privacy Laws applicable to that party in Processing any Personal Data comprised in the Customer Material. If Customer discloses, or provides Z Software with access to, any such Personal Data, that Personal Data will be Processed in accordance with Z Software's privacy policy.

5.4 Data security. Customer acknowledges and agrees that it is solely responsible for implementing all technical and organisational security controls necessary to protect the Customer Material and Software against loss, unauthorised access, modification and disclosure (**Security Breach**), including:

- (a) ensuring that the Environment which hosts the Software and the networks which transmit Customer Material, are secure;
- (b) investigating, assessing and determining whether or not a Security Breach is notifiable under Privacy Laws; and
- (c) making any notification or communication required by Privacy Law in relating to a Security Breach, provided that Customer must not mention Z Software, its Affiliates or Software in any such notification or communication without Z Software's consent to the form and content of the reference.

5.5 Data back-up. Customer acknowledges and agrees that it is solely responsible for implementing appropriate back up, business continuity and disaster recovery procedures with respect to the Software and all Customer Material (unless data back up is purchased as a Professional Service). Without limiting the foregoing, Z Software recommends that Customer:

- (a) back up all Customer Material prior to synchronising, uploading or otherwise Processing that Customer Material through the Software; and
- (b) take regular back ups of the entire Environment used to host the Software and otherwise include the Software and its processes as part of Customer's business continuity and disaster recovery plans.

6 Confidentiality

6.1 Obligation of confidence. Each party (**Recipient**) must ensure that it keeps confidential and does not use or disclose any Confidential Information of the other party (**Discloser**) except as permitted by this clause 6.

6.2 Permitted use. The Recipient may use the Confidential Information of the Discloser solely to the extent necessary to perform the Agreement.

6.3 Permitted disclosures. The Recipient may disclose Confidential Information of the Discloser:

- (a) to the Affiliates, personnel and professional advisers of the Recipient that need to know the Confidential Information for the purposes of the Agreement and that are subject to binding obligations of confidence at least as stringent as those set out in this clause;
- (b) to the extent required by law or the rules of any stock-exchange; and
- (c) with the prior written consent of the Discloser.

To avoid doubt, either party may make public statements about the existence of the Agreement and the fact that it is a supplier or customer of the other (as applicable), including referencing the other party's name and logo, without being in breach of this clause.

6.4 Usage data and analyses. Z Software may:

- (a) collect and Process data relating to Customer's and End User's use of the Software in identifiable form for billing, capacity planning, compliance, security, integrity, availability, providing and improving the Software; and
- (b) freely create and Process analyses, materials, data, insights, works and other things derived (wholly or partly) from use of the Software in anonymised and aggregated form provided that neither Customer nor End Users are identifiable.

7 Warranties and indemnities

7.1 No other terms. To the extent permitted by law, Z Software excludes all conditions, warranties and guarantees in relation to the Software, Support Services and Professional Services. Without limitation, Z Software does not warrant that the Software, Support Services or any Professional Service will be:

- (a) continuous, free from errors, omissions, defects, security risks or vulnerabilities; or
- (b) fit for any purpose or meet the requirements of Customer or any End User;
- (c) capable of enabling Customer comply with law or contractual obligations.

7.2 Non-excludable terms. If any condition, warranty or guarantee cannot be excluded at law, then to the extent permitted by law, Z Software's liability for breach of such condition, warranty or guarantee is limited (at Z Software's option) in the case of:

- (a) Software, to the repair or replacement of the Software, the supply of equivalent Software, or payment of the cost of the same; and
- (b) Support Services or Professional Services, to the resupply of the Support Services or Professional Services, or payment of the cost of the same.

7.3 Z Software indemnity. Z Software must indemnify Customer against all Losses suffered or incurred by Customer arising directly in connection with any IP Claim, except to the extent that the IP Claim is caused or contributed to by Customer, End Users, Customer Material or any Third Party Material.

7.4 Customer indemnity. Customer indemnifies Z Software and its Affiliates against and must pay on demand all Losses suffered or incurred by any of them arising directly in connection with:

- (a) any Claim relating to the installation, use of or reliance on the Software by Customer or End Users;
- (b) the Customer Material, or any Processing of Customer Material in connection with the Agreement, failing to comply with any law, regulation or contractual obligation; and
- (c) any breach of clause 1.1, 1.2, 2.1, 4 or 5 by Customer or End Users,

in each case, except to the extent that the Claim or breach is caused or contributed to by Z Software.

7.5 Conduct of Claims. The indemnification obligation of a party (**indemnifying party**) under clause 7.3 or 7.4 in respect of any third party Claim is subject to the other party:

- (a) promptly notifying the indemnifying party of the third party Claim;
- (b) permitting the indemnifying party to control the defence of the third party Claim; and
- (c) providing (at the indemnifying party's cost) all information and assistance reasonably requested by the indemnifying party in connection with the defence of the third party Claim.

7.6 Sole and exclusive remedy. Without prejudice to the termination rights of each party:

- (a) clauses 4.4 and 7.3 sets out Customer's sole and exclusive remedy in respect of the matters indemnified by Z Software; and
- (b) clause 7.4 sets out Z Software's sole and exclusive remedy in respect of the matters indemnified by Customer.

8 Liability

- 8.1 Exclusion of Indirect Loss.** To the extent permitted by law, each party excludes any and all liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity, for any Indirect Loss.
- 8.2 Limitation of liability.** The liability of a party arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity for all Claims and Losses in any Agreement Year is limited to an amount equal to the Fees paid or payable by Customer under the Agreement in that Agreement Year, subject to clause 8.3.
- 8.3 Unlimited liability.** The limitation of liability in clause 8.2 does not apply to the liability of:
- (a) Customer under the indemnities in clause 7.4;
 - (b) Customer to pay Fees due and payable; or
 - (c) either party for any matter in respect of which liability may not be limited at law.
- 8.4 Injunctive relief.** Customer acknowledges that damages are not a sufficient remedy for any breach of clause 1.1, 1.2, 2.1, 4 or 5 of the Agreement and that Z Software is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or anticipated breach of those clauses (in addition to any other remedies).

9 Term, suspension and termination

- 9.1 Licence Term.** The Agreement commences on the date of the Order and will remain in force until terminated by either party in accordance with its terms (**Licence Term**).
- 9.2 Suspension.** Z Software may suspend the licence granted pursuant to clause 1.1:
- (a) during any period in which Customer is in breach of the Agreement; or
 - (b) to prevent or mitigate actual or suspected illegal activity, damage to Z Software's systems, or threat to the integrity of the Software.
- 9.3 Termination for convenience.** A party may terminate the Agreement for convenience at any time by providing at least 30 days' written notice to the other party.
- 9.4 Termination for cause.** A party may terminate the Agreement with immediate effect on written notice if the other party:
- (a) commits a material breach of the Agreement and fails to remedy that breach within 14 days of receipt of a notice specifying the breach and requiring it to be remedied. Any breach by Customer of clauses 1.1, 1.2, 2.1, 3.2, 4 or 5 is a material breach for the purposes of this clause;
 - (b) becomes subject or threatens to become subject to, any form of insolvency or bankruptcy proceeding, appoints a liquidator, receiver or administrator, enters into an arrangement with its creditors, ceases to trade or do business in the ordinary course or is otherwise unable to pay its debts as and when they fall due.
- 9.5 Consequences of termination or expiry.** On termination or expiry of the Agreement:
- (a) all rights to the Software granted under the Agreement cease immediately and Customer must immediately cease using and delete all copies of the Software in its possession or control; and
 - (b) Customer must immediately pay Z Software all Fees due and payable as at the date of termination or expiry.

10 Miscellaneous

- 10.1 Marketplace terms.** Where Customer downloads the Software from the Google Play or similar digital marketplaces (**Marketplace**) Customer acknowledges and agrees that:
- (a) the Agreement is solely between Customer and Z Software (and not the Marketplace) and neither the Marketplace nor its Affiliates has any liability under or in connection with the Software or the Agreement. However, if any term of the Agreement is inconsistent with any Marketplace terms applicable to the Software, the Marketplace terms apply to the extent of the inconsistency;
 - (b) Z Software is solely responsible for the Software, the Support Services, Software warranties given in the Agreement, Software Claims and third party Claims that the Software, or use or possession of it, infringes a third party's Intellectual Property Rights. If Customer has any complaints about the Software, or become aware of any third party Claim, please notify Z Software (and not the Marketplace);
 - (c) any information collected by Z Software in connection with the Agreement will be processed in accordance with the Agreement or the Z Software privacy policy and not the privacy policy or data processing agreement of any Marketplace;

- (d) Customer must comply with all applicable third party terms and conditions when using the Software;
- (e) Customer is not on a US government restricted parties' list and Customer does not live in a country subject to a US government embargo or which is designated as "terrorist supporting country"; and
- (f) the Marketplace and its subsidiaries are third party beneficiaries of this clause 10.1, and will have the right to enforce this clause 10.1 against Customer as a third party beneficiary of them.

10.2 Entire agreement. This Licence Agreement, the Order and any SOW are the entire agreement between the parties in respect of their subject matter. In the event of any inconsistency between the terms of this Licence Agreement, the Order and any SOW, the terms of the document listed first will prevail to the extent of the inconsistency.

10.3 Amendment. Z Software may amend this Licence Agreement at any time by posting the amended version of this Licence Agreement at [\[Z License Agreement\]](#). The amended version of this Licence Agreement will apply from the date that is 30 days following the date that it is posted. If Customer does not accept any amended version of this Licence Agreement, Customer may terminate the Agreement pursuant to clause 9.1.

10.4 Force Majeure Events. Z Software is not liable for any delay nor failure to perform its obligations under the Agreement to the extent such delay or failure is due to a Force Majeure Event.

10.5 Severance. If a provision of the Agreement is unenforceable, the provision will be read down to the extent necessary to avoid that result and if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of the Agreement.

10.6 Transfer. Customer must not assign, subcontract, novate or otherwise dispose of its rights or obligations under the Agreement without the prior written consent of Z Software. Customer consents to Z Software:

- (a) assigning its rights under the Agreement to its Affiliates;
- (b) assigning or novating the Agreement in connection with any solvent amalgamation, reconstruction, restructure, sale of shares, assets, raise, or financing of Z Software and/or its Affiliates; and
- (c) subcontracting its obligations under the Agreement to third parties, including its Affiliates.

10.7 Waiver. A party waives a right under the Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

10.8 Third party rights. No person other than Z Software and Customer has the right to enforce any term of the Agreement (whether at law or otherwise) or approve any amendment to the Agreement.

10.9 Relationship of the parties. The parties are and will remain independent contractors. Nothing contained in the Agreement will be construed to create an agency, joint venture, partnership or other relationship between the parties.

10.10 Governing Law. The Agreement is governed by the laws of New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia (and relevant appellate courts) and waives any objection to proceedings being brought in those courts.

11 Definitions

In this Customer Agreement, these terms have the following meanings:

Affiliate means of a party means an entity that Controls, is Controlled by, or is under common Control with that party.

Agreement means the agreement consisting of this Licence Agreement, the Order and any SOW.

Agreement Year means a period of 12 months from the date of the Order forming part of the Agreement or an anniversary of that date.

Claim means any demand, claim, action or proceeding, however arising and whether present, unascertained, immediate, future or contingent.

Confidential Information means information that is marked, designated or by its nature confidential relating to the business or affairs of a party or its Affiliate:

- (a) including the terms of the Agreement and, in the case of Z Software, all source code to and pricing for the Software; but
- (b) excluding any such information that is in the public domain (other than as a result of a breach of confidence).

Control in respect of a person, includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

- (a) direct or indirect ownership of more than 50% of the voting rights of such person; or
- (b) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person.

Customer Material means any data, content, software, functionality, service or other materials which are owned or controlled by Customer and transmitted, integrated with, or otherwise Processed through the Software.

End User means any person who accesses or uses the Software through Customer's licence.

Environment means the physical or virtual computing environment owned or controlled by Customer which:

- (a) meets the minimum hardware, compute, performance, latency and other requirements specified by Z Software for hosting of the Software based on Customer's pharmacy site specified in the Order; and
- (b) is approved by Z Software to host an instance of the Software.

Fees means the fees, costs and expenses for the supply of the Software and Support Services specified in the Order and any Professional Services specified in the applicable SOW.

Force Majeure Event means any incident, event, act or omission beyond the reasonable control of that party, including any acts of God, strikes, civil strife, riots, wars, fire, explosion, storm, flood, earthquake, failure of communications networks, subsidence, pandemics or epidemics.

Indirect Loss means:

- (a) loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of use, loss or corruption of data, loss of reputation, loss of goodwill, or loss of contract; and
- (b) any Loss that does not arise naturally or according to the usual course of things from a breach, act or omission relating to the Agreement.

Intellectual Property Rights means intellectual property rights, including existing and future copyright, rights in designs, patents, semiconductors and circuit layouts and rights in trade marks, trade names and service marks, in each case, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of the Agreement.

IP Claim means any Claim that use of the Software by Customer in accordance with this Agreement infringes any copyright or patent owned by any third party in Australia.

Licence Term has the meaning given to it in clause 9.1.

Loss means loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, outgoing, fine or payment of any nature or kind.

Order means an order specifying the details of Customer's purchased licence to the Software in any:

- (a) Z Software Order Form in respect of the Software executed by the parties; or
- (b) online order form completed by Customer and logged in Z Software's customer relationship management system,

including details of the applicable Environment, Fees and Licence Term.

Personal Data means information about an identified individual or an individual who is reasonably identifiable, including 'personal information', 'sensitive information' and 'health information' as defined in applicable Privacy Law.

Privacy Law means any applicable law governing the Processing of Personal Data, including the *Privacy Act 1988* (Cth) and all applicable health information laws.

Process means to collect, store, access, use, copy, adapt, modify, reformat, transform, disclose or perform any other set of operations on.

Professional Services means any support, implementation, training, data migration or other service not forming part of the Support Services.

Software means the object code form of 'Z Dispense', 'Z Office', 'Z Office Express', 'Z Register', 'Z Freedom' or other Z Software product specified in the Order:

- (a) including any Updates; but
- (b) excluding all Customer Material and Third Party Material.

SOW means a statement of work setting out the details of the Professional Services to be provided by Z Software, including the agreed scope and fees for the Professional Services.

Support Services means:

- (a) support for the current and immediately prior version of the Software offered by Z Software; and
- (b) provision of Updates from time to time,

in each case, in accordance with the Z Software Support Policy accessible here: [\[Z Support Policy\]](#).

Third Party Material means content, data, products, software, functionality or services owned or controlled by third parties, including PBS and MIMs, Chemist warehouse price matching, Guild formulas, product supplier data, clinical decision tools and other services which are delivered through or integrate with the Software.

Updates means any new version, release, update, patch, fix, configuration or other modification of the Software made available by Z Software to its customers generally during the Subscription Term.